

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

IRINA and EDWARD PALATNIK

(b) County of Residence of First Listed Plaintiff Bucks, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Kalikhman & Rayz, LLC 1051 County Line Road, Suite A
Huntingdon Valley, PA 19006 215-364-5030

DEFENDANTS

MCCABE, WEISBERG & CONWAY, PC

County of Residence of First Listed Defendant Philadelphia, PA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	PTF	DEF	Citizen of Another State	PTF	DEF
<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 2

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending		<input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury		<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> Habeas Corpus:	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 900Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee	
			<input type="checkbox"/> 465 Other Immigration Actions	
			FEDERAL TAX SUITS	
			<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	

V. ORIGIN

(Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
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VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. §§ 1692 et seq.Brief description of cause:
FDCPA Claim

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

04/08/2013

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 732 Norfolk Lane Langhorne, PA 19053

Address of Defendant: 126 South Broad Street, Suite 2080 Philadelphia, PA 19109

Place of Accident, Incident or Transaction: Philadelphia, PA

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities?

Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes No

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes No

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes No

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts

B. Diversity Jurisdiction Cases:

1. Insurance Contract and Other Contracts

2. FELA

2. Airplane Personal Injury

3. Jones Act-Personal Injury

3. Assault, Defamation

4. Antitrust

4. Marine Personal Injury

5. Patent

5. Motor Vehicle Personal Injury

6. Labor-Management Relations

6. Other Personal Injury (Please specify)

7. Civil Rights

7. Products Liability

8. Habeas Corpus

8. Products Liability — Asbestos

9. Securities Act(s) Cases

9. All other Diversity Cases

10. Social Security Review Cases

(Please specify)

11. All other Federal Question Cases

(Please specify) 15 U.S.C. § 1692 et seq.

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, _____, counsel of record do hereby certify:

Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 4/8/13

Attorney-at-Law

87976

Attorney I.D.#

CIV. 609 (6/08)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

PALATNIK

CIVIL ACTION

V.

MCCABE, WEISBERG & CONWAY, PC

NO

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. (x)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

4/8/2013

Attorney-at-law

Plaintiff
Attorney for

(215) 364-5030

(215) 364-5029

erayz@kalraylaw.com

Telephone

FAX Number

E-Mail Address

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EDWARD PALATNIK
IRINA PALATNIK
732 Norfolk Lane
Langhorne, PA 19053

PLAINTIFF(S)

v.

MCCABE, WEISBERG & CONWAY, PC
126 South Broad Street, Suite 2080
Philadelphia, PA 19109

Civil Action No. _____

DEFENDANT(S)

I. INTRODUCTION

1. This is an action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act (hereinafter "FDCPA"), 15 U.S.C. § 1692 et seq.

II. THE PARTIES

2. Plaintiffs are adult individual citizens of the Commonwealth of Pennsylvania.

3. Plaintiffs are "consumers," as that term is defined and/or contemplated within the scope of FDCPA.

4. Defendant, MCCABE, WEISBERG & CONWAY, PC (hereinafter "MWC" or "Defendant"), is a professional corporation, organized under the laws of the Commonwealth of Pennsylvania, which is engaged in the practice of law, and can be served at the above-captioned address.

5. Defendant is a "debt collector," as that term is defined and/or contemplated within the scope of FDCPA.

6. Indeed, Defendant maintains a website with a domain name http://www.mwc-law.com/index.html that advertises Defendant's representation of the "mortgage banking industry in the Mid-Atlantic region." A true and correct copy of the printout of the website is

marked and attached hereto as Exhibit "A."

7. The website also touts Defendant as "an expanding regional firm representing mortgage lenders, banks, mortgage servicers and financial institutions in Pennsylvania, New York, Connecticut, New Jersey, Delaware, Maryland, Virginia and the District of Columbia." Exhibit "A."

8. In essence, Defendant's practice is limited to providing foreclosure-related litigation and associated services to various creditors on a massive scale (i.e., handling hundreds, if not thousands, of debt collection matters every year).

9. Defendant uses instrumentalities of interstate commerce and mail in a business, whose principal purpose is collection of debts and/or regularly collects (or attempts to collect), directly or indirectly, debts owed or due or asserted to be owed or due another.

10. At all times material hereto, Defendant acted and/or failed to act in person and/or through duly authorized agents, servants, workmen, and/or employees, acting within the scope and course of their authority and/or employment for and/or on behalf of Defendant.

III. JURISDICTION AND VENUE

11. This Honorable Court has jurisdiction pursuant to 15 U.S.C. § 1692k and 28 U.S.C. § 1337.

12. The Eastern District of Pennsylvania is the proper venue for this litigation, because:

- a. Plaintiffs are residents of the Eastern District of Pennsylvania and Defendant's wrongful conduct was directed to and was undertaken within the territory of the Eastern District of Pennsylvania;
- b. Defendant's principal place of business is located in the City of Philadelphia; and
- c. Defendant conducts a substantial portion of its business in the Eastern District of Pennsylvania.

IV. STATEMENT OF CLAIMS

A. BACKGROUND

13. Plaintiffs own a personal home at the above-captioned address (which is interchangeably referenced as being located in Langhorne or Feasterville/Trevose area of Bucks County, Commonwealth of Pennsylvania).

14. In mid-March of 2013, by certified mail, Plaintiffs received a package with the following highlighted caption:

March 12, 2013

ACT 91/ ACT 6 NOTICE

TAKE ACTION TO SAVE YOUR

HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

A true and correct copy of this package is marked and attached hereto as Exhibit "B."

15. This package was sent by Defendant, as evidenced by the name and address of Defendant that appears on at least two pages of the package. Exhibit "B."

16. The correspondence appeared to relate to a home equity line of credit Plaintiffs opened with Wachovia Bank, National Association, that was later transferred and/or assigned to Wells Fargo Bank, N.A. Exhibit "B."

17. With regard to timing, the package stated:

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. (Plus three (3) days for mailing). During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THIRTY-THREE (33) DAYS OF THE DATE OF THIS NOTICE**. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR

Exhibit "B," p. 2.

18. With regard to a stay, the package stated:

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

Exhibit "B," p. 2.

19. Page 2 of the packet included the following additional text:

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's

Exhibit "B," p. 2.

20. Page 3 of the packet contained the following text:

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at: 732 Norfolk Lane, Feasterville Trevose, Pennsylvania 19053 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE THE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$251.72 for the months of October 30, 2011 through March 1, 2013.

Other charges have also accrued to this date in the following amounts:

Suspense: \$-44.84

The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$4,234.40.

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,234.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Wells Fargo Bank, N.A.,
MAC X2302-04G

Exhibit "B," p. 3.

21. Additionally, the package states:

IF YOU HAVE A MEETING WITH A COUNSELING AGENCY WITHIN [SIC] 33 DAYS OF THE POST MARKED DATE OF THIS NOTICE AND FILE AN APPLICATION WITH PHFA WITHIN 30 DAYS OF THAT MEETING, THEN THE LENDER WILL BE TEMPORARILY PREVENTED FROM STARTING A FORECLOSURE AGAINST YOUR PROPERTY, AS EXPLAINED ABOVE, IN THE SECTION CALLED “TEMPORARY STAY OF FORECLOSURE.”

Exhibit "B," pp. 2-3 (emphasis, capitalization, highlighting, and underlining original).

22. The package also threatened that, if Plaintiffs "do not cure the default within THIRTY (30) DAYS of the date of this Notice," the debt at issue would be accelerated and a legal action would be initiated to foreclose on Plaintiffs' home.

23. The package stated that "**THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**" Exhibit "B," p. 5 (bolding, capitalization, and highlighting in original).

24. Defendant identified the package as "[o]ur demand for immediate payment" and explained its role as follows:

The Law Office of McCABE, WEISBERG & CONWAY, P.C. is acting as a debt collector, pursuant to the FDCPA. THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that the FDCPA does not preclude the institution of legal action prior to the expiration of the thirty (30) day period.

Exhibit "B," p. 6.

25. The package contains false and/or misleading information in that:

- a. Plaintiffs did not owe \$251.72 for each the months between October 31, 2011 through March 1, 2013;
- b. The sum of \$251.72 is not past due for each the months between October 31, 2011 through March 1, 2013;
- c. The total amount of Plaintiff's default was not \$4,234.40;
- d. The Sheriff's Sale of the mortgaged property at issue could not have been

scheduled “approximately FIVE months from the date of this Notice” (i.e., March 12, 2013);

- e. It does not provide Plaintiffs with an accurate summary of the applicable law; in that the package does not say that Plaintiffs’ lender cannot accelerate the debt at issue and/or institute legal action against Plaintiffs for a period of thirty (30) days after receipt of the package;
- f. It creates a false and/or misleading impression that Plaintiffs’ lender can accelerate the debt at issue and/or institute legal action against Plaintiffs at any time; and
- g. It creates a false and/or misleading impression that Defendant (or Plaintiffs’ lender) has the right to accelerate the debt at issue and/or institute legal action against Plaintiffs during the thirty (30) days after receipt of the package, irrespective of the Pennsylvania Loan Interest and Protection Law (hereinafter “Act 6”), 41 P.S. § 400 et seq., and/or Homeowner’s Emergency Mortgage Act (hereinafter “Act 91”), 35 P.S. § 1680.401c et seq.

26. Indeed, as reflected, in the attached statement sent by Wells Fargo Bank, N.A., Plaintiff paid \$800.00 between January 1, 2012 and December 31, 2012. A true and correct (redacted) copy of this document is marked and attached hereto as Exhibit “C.”

27. Therefore, as of March 1, 2013, Plaintiffs’ balance was substantially less than what Defendant was alleging was owed and, as a consequence, was necessary to cure the default.

28. Section 1692e of the FDCPA prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of a debt, including (but not limited to):

- a. Making a false representation of the character, amount or legal status of

any debt, 15 U.S.C. § 1692e(2)(A); and

- b. Using any false representation or deceptive means to collect or attempt to collect any debt, 15 U.S.C. § 1692e(10).

29. In addition, Section 1692f of the FDCPA prohibits a debt collector from using unfair or unconscionable means to collect or attempt to collect any debt, including (but not limited to) collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law, 15 U.S.C. § 1692f(1).

30. Defendants violated the above-referenced provisions of the FDCPA, including (but not limited to):

- a. In their written communications with Plaintiffs, Defendant made a false representation of the amount and character of the alleged debt;
- b. In their written communications with Plaintiffs, Defendants made a false and misleading representation of the time period when Plaintiff allegedly did not make payments for the obligation at issue;
- c. In their written communications with Plaintiffs, Defendant falsely claimed an erroneous amount of the alleged debt; and
- d. In their written communications with Plaintiffs, Defendant attempted to collect amounts from Plaintiffs that were already paid and/or not owed.

31. As described herein, the actions of the Defendant violated the applicable provisions of the FDCPA.

32. Defendant's conduct, as alleged herein, is (and was) deliberate, intentional, reckless, willful, and wanton.

33. Defendant's conduct, as alleged herein, is unfair, misleading, deceptive, and unconscionable.

34. Plaintiffs have been (and will continue to be) financially damaged due to

Defendant's conduct, as set forth herein.

35. Plaintiffs have suffered and will continue to suffer damages due to Defendant's conduct, as set forth herein.

COUNT I
FDCPA

36. Plaintiff hereby incorporates all facts and allegations of this document by reference, as if fully set forth at length herein.

37. As described herein, the actions of the Defendant(s) violate the applicable provisions of the FDCPA.

V. CLAIM FOR RELIEF

WHEREFORE, Plaintiff respectfully demands judgment against Defendant(s) for:

- (a) Actual damages;
- (b) Statutory damages;
- (c) Treble damages;
- (d) Attorneys' fees and costs; and
- (e) Such other relief as the Honorable Court shall deem just and appropriate.

VI. DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

VII. NOTICE OF PRESERVATION OF EVIDENCE

PLAINTIFFS HEREBY DEMAND THAT DEFENDANT TAKE ALL NECESSARY ACTION TO ENSURE THE PRESERVATION OF ALL DOCUMENTS, COMMUNICATIONS, WHETHER ELECTRONIC OR OTHERWISE, ITEMS AND THINGS IN THE POSSESSION OR CONTROL OF ANY PARTY TO THIS ACTION (OR ANY ENTITY OVER WHICH ANY PARTY TO THIS ACTION HAS CONTROL, OR FROM WHOM ANY PARTY TO THIS ACTION HAS ACCESS TO) WHICH MAY IN ANY MANNER BE RELEVANT TO OR RELATED TO THE SUBJECT MATTER OF THE CAUSES OF ACTION AND/OR THE ALLEGATIONS OF THIS

COMPLAINT.

Respectfully submitted,
KALIKHMAN & RAYZ, LLC



Eric Rayz, Esquire
E-mail: erayz@kalraylaw.com
Attorney(s) for Plaintiff(s)
1051 County Line Road, Suite "A"
Huntingdon Valley, PA 19006
Phone: (215) 364-5030
Fax: (215) 364-5029

Date: April 8, 2013

EXHIBIT “A”



Representing the mortgage banking
industry in the Mid-Atlantic region



Pennsylvania

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A video player interface showing a video of the McCabe Weisberg Conway Attorneys at Law logo. The video player includes a play button, a timestamp of "03:08", a progress bar, and a "HD" and "vimeo" logo.

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**Representing the mortgage banking
industry in the Mid-Atlantic region**



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THE FIRM

The law firm of McCabe, Weisberg & Conway is an expanding regional firm representing mortgage lenders, banks, mortgage servicers and financial institutions in Pennsylvania, New York, Connecticut, New Jersey, Delaware, Maryland, Virginia and the District of Columbia. For more than 35 years our firm has been committed to providing the most comprehensive and efficient legal representation available to the mortgage banking industry.

We recognize that our success has been a direct result of our ability to attract and retain a highly skilled staff, all individually dedicated to serving the unique needs of each client that we represent. The attorneys in our firm are litigators who are skilled in the areas of foreclosure, bankruptcy, eviction, title claims, lender liability and REO closings. Our entire staff regularly receives training and education in the areas of our practice, law office technology and legal procedures.

We understand that our clients require a law firm that can respond rapidly to achieve mortgage servicing cost efficiencies. At MWC we have the experience, the staff and the technology to provide customized loan servicing that exceeds the expectations of our clients.

Over the years we have been fortunate to develop close and lasting relationships with our clients. Through this experience, we have learned from our clients' perspective what is necessary to deliver superior service.

Positioned for growth in the months and years ahead, we are committed to continuing this tradition. We look forward to the opportunity to be of service.

LEADERSHIP

McCabe, Weisberg & Conway has a long and distinguished record of promoting and protecting our clients' interests.

Our attorneys have been recognized for accomplishments in their practice areas and for the leadership they have provided to the legal profession and to many charitable and civic organizations.

As a firm, we are driven by uncompromising attention to the needs of our clients and to the constant shifts in the marketplace that may have an impact on the mortgage banking industry. We strive to anticipate change in order to put our clients ahead of emerging trends.

EXHIBIT “B”

McCabe, Weisberg & Conway, PC
PO Box 9025
Temecula, CA 92589-9025

Send Correspondence to:
McCabe, Weisberg & Conway, PC
126 South Broad Street
Suite 2080
Philadelphia, PA 19109



Palatnik, Irina
732 Norfolk Lane
Feasterville Trevose, PA 19053

20130311-132



March 12, 2013

ACT 91/ ACT 6 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 33 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE AL LAMAR A ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. USTED PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



HOMEOWNER'S NAME(S): **Palatnik, Irina and Palatnik, Edward**

PROPERTY ADDRESS: 732 Norfolk Lane, Feasterville Trevose, Pennsylvania 19053

LOAN ACCT. NO.: 0999824956

ORIGINAL LENDER: **Wachovia Bank, National Association**

CURRENT LENDER/SERVICER: **Wells Fargo Bank, N.A.,**

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN
SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE
FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- * IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- * IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- * IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. (Plus three (3) days for mailing). During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THIRTY-THREE (33) DAYS OF THE DATE OF THIS NOTICE. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. To temporarily stop the lender from filing the foreclosure action, the application MUST be forwarded to PHFA and received within thirty (30) days of your "face-to-face" meeting with your counseling agency.

YOU SHOULD FILE A HEMAP APPLICATION AS SOON AS POSSIBLE. IF YOU HAVE A MEETING WITH



A COUNSELING AGENCY WITHIN 33 DAYS OF THE POSTMARKED DATE OF THIS NOTICE AND FILE AN APPLICATION WITH PHFA WITHIN 30 DAYS OF THAT MEETING, THEN THE LENDER WILL BE TEMPORARILY PREVENTED FROM STARTING A FORECLOSURE AGAINST YOUR PROPERTY, AS EXPLAINED ABOVE, IN THE SECTION CALLED "TEMPORARY STAY OF FORECLOSURE."

YOU HAVE THE RIGHT TO FILE A HEMAP APPLICATION EVEN BEYOND THESE TIME PERIODS. A LATE APPLICATION WILL NOT PREVENT THE LENDER FROM STARTING A FORECLOSURE ACTION, BUT IF YOUR APPLICATION IS EVENTUALLY APPROVED AT ANY TIME BEFORE A SHERIFF'S SALE, THE FORECLOSURE WILL BE STOPPED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at: 732 Norfolk Lane, Feasterville Trevose, Pennsylvania 19053 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE THE MONTHLY PAYMENTS for the following months and the following amounts are now past due: \$251.72 for the months of October 30, 2011 through March 1, 2013.

Other charges have also accrued to this date in the following amounts:

Suspense: \$-44.84

The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$4,234.40.

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,234.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** *Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:*

Wells Fargo Bank, N.A.,
MAC X2302-04G
1 Home Campus,
Des Moines, Iowa 50328

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, *the lender intends to exercise its rights to accelerate the mortgage debt.* This means that the entire



outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately FIVE months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Wells Fargo Bank, N.A.,

Address: 1 Home Campus, Des Moines, IA 50328

Phone Number: (866) 623-8958

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You may or XX may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.



- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

FOR CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY, PLEASE SEE THE ATTACHED LIST.

NOTE: Unless you notify this office within thirty (30) days of the date of this notice, that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within thirty (30) days from the date of this notice, this office will: obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. You are also advised that any information which you supply to this office may be used by us in the collection of debt. If you request this office in writing within thirty (30) days of the date of this notice, this office will provide you with the name and address of the original creditor.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty (30) days of the date of this notice, for more information about the debt. Your rights are described further, hereinafter.

THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

Enclosure: Validation of Debt Notice
Consumer Credit Counseling Agencies

SENT VIA REGULAR AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED



Validation of Debt Notice

Pursuant to the Fair Debt Collection Practice Act (FDCPA) (15 USC 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty (30) days after the date of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector, (2) if the consumer notifies the debt collector in writing within the thirty (30) day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a Judgment against the consumer and copy of such verification or Judgment will be mailed to the consumer by the debt collector, and (3) upon the consumer's written request within the thirty (30) day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Our demand for immediate payment does not eliminate your right to dispute this debt within thirty (30) days of the date of this notice. If you choose to do so, we are required by law to cease our collection efforts until we have mailed that information to you.

Although we have requested that you make payment or provide a valid reason for nonpayment, you still have the right to make a written request, within thirty (30) days of the date of this notice, for more information about the debt. Your rights are described further, hereinafter.

The Law Office of McCABE, WEISBERG & CONWAY, P.C. is acting as a debt collector, pursuant to the FDCPA. THIS NOTICE AND LETTER ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. The Federal Trade Commission has ruled that the FDCPA does not preclude the institution of legal action prior to the expiration of the thirty (30) day period.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by my client. Please note that I may be instructed to proceed with foreclosure and fees, costs and/or advances by the mortgagee may be due in addition to the sum quoted above.

Please further note that any funds tendered will be subject to verification and correctness before the matter is concluded.

DATE: March 12, 2013
McCabe, Weisberg & Conway, P.C.
for Wells Fargo Bank, N.A.,



Bucks County

*ACCI-American Credit Counseling Institute - Warminster
586 W Street Rd
Warminster PA 18974
888.212.6741 / 888.212.6741

*CCCS of Delaware Valley - Bristol
1230 New Rodgers Rd; STE F1
Bristol PA 19007
800.989.2227 / 215.563.5665
www.cccsdv.org

*CCCS of Delaware Valley - Philadelphia
4400 North Reese St
Philadelphia PA 19140
800.989.2227 / 215.563.5665
www.cccsdv.org

*Credit Counseling Center
60 North Main St
Doylestown PA 18901
215.348.8003
www.ccc-credit.com

*Credit Counseling Center
8150 Route 13
Levittown PA 19057
215.348.8003
www.ccc-credit.com

*Credit Counseling Center
832 Second Street Pike
Richboro PA 18954
215.348.8003
www.ccc-credit.com

American Angel Housing Counseling-RHD
1060 First Ave; STE 400
King of Prussia PA 19406
610.768.2611

American Credit Alliance, Inc.
2 S Delmorr Ave; STE 501
Morrisville PA 19067
800.501.7526 / 215.295.7195
www.501plan.com

Bucks County Housing Group
2324 2nd St Pike; STE 17
Wrightstown PA 18940
866.866.0280 / 215.598.3566



www.bchg.org

Diversified Community Services @ Dixon House
1529 S 22nd St
Philadelphia PA 19146
215.336.5505
www.dcsphila.org

Genesis Housing Corporation
208 DeKalb St; #212
Norristown PA 19401
610.275.4357
www.genesishousing.org

Liberty Resources, Inc.
714 Market St; STE 100
Philadelphia PA 19106
215.634.2000
www.libertyresources.org

Money Management International
127 S 5th St; STE 155
Quakertown PA 18951
610.821.4011
www.consumercreditlv.org

Northwest Counseling Services (NWCS), Inc.
5001 N Broad St
Philadelphia PA 19141
215.324.7500
www.nwcsonline.com

**Philadelphia Council for Community Advancement
(PCCA)**
1617 JFK Blvd; STE 1550
Philadelphia PA 19103
215.567.7803
www.pccahousing.org

Urban League of Philadelphia
121 S Broad St; 9th FL
Philadelphia PA 19107
215.985.3220
www.urbanleaguephila.org



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EXHIBIT “C”

THIS DOCUMENT ISSUED AS A YEAR 2012 TAX STATEMENT FOR A 1099 INFORMATION RETURN, 1098 MORTGAGE INTEREST STATEMENT OR 1098-E STUDENT LOAN STATEMENT - READ CAREFULLY

TAX YEAR 2012



WELLS FARGO BANK, N.A.
1-800-TO-WELLS (800-869-3557)
P.O. BOX 3908 114
PORTLAND, OR 97208

E.I.N. [REDACTED]

074019 1 AV 0.350 1443074



EDWARD PALATNIK
IRINA PALATNIK
732 NORFOLK LN
LANGHORNE PA 19053-2487

DS

FOR TAX YEAR

2012

TAXPAYER ID NUMBER

[REDACTED]

2012 - 1098, MORTGAGE INTEREST STATEMENT
ACCOUNT NUMBER

LINE OF CREDIT	[REDACTED]	MORTGAGE INTEREST*	800.00
BOX 1			
TOTAL INTEREST/POINTS PAID			800.00

DC9311UTC2 074019 NNNNNNNNNN NNN NNN 001 001 114 148041 1046624.2.19

1099-INT	1099-DIV	1099-OID	1099-MISC	1099-B	*Form 1099-OID: This may not be the correct figure to report on your income tax return. See instructions on back.			
This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.					1099-INT, Interest Income, OMB No. 1545-0112 1099-DIV, Dividends and Distributions, OMB No. 1545-0110 1099-OID, Original Issue Discount, OMB No. 1545-0117 1099-MISC, Miscellaneous Income, OMB No. 1545-0115	1099-A, Acquisition or Abandonment of Secured Property, OMB 1545-0877 1099-B, Proceeds from Broker and Dealer Exchange Transactions, OMB 1545-0715 1099-C, Cancellation of Debt, OMB No. 1545-1424	1098-E, Student Loan Interest Statement, OMB No. 1545-1576 1099-S, Proceeds from Real Estate Transactions, OMB No. 1545-0997 1098, Mortgage Interest Statement, OMB No. 1545-0901	
This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines it has not been reported.								
1098-E	1099-C							
This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for student loan interest.								
1099-S								
This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.								
						1098 - MORTGAGE		
					*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.			
						The information next to boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.		

PLEASE SEE REVERSE SIDE FOR INSTRUCTIONS

Instructions for Recipient - Please Read Carefully

This 1098 or 1098 document (Copy B) has been prepared for you by your financial institution. This form contains language substantially similar to the following official forms 1098-INT (OMB NO. 1645-0112); 1098-DIV (OMB NO. 1645-0110); 1099-OID (OMB NO. 1645-0117); 1099-A (OMB NO. 1645-0877); 1099-B (OMB NO. 1645-0716); 1099-C (OMB NO. 1645-1424); 1099-MISC (OMB NO. 1645-0116); 1098-S (OMB NO. 1645-0897); 1098 MORTGAGE INTEREST STATEMENT (OMB NO. 1645-0201); AND 1098-E (OMB NO. 1645-1676).

Nominations - The following information applies to forms 1098-INT, 1098-DIV, AND 1098-OID: If one or more of these forms includes amounts belonging to another person, you are considered a nominee recipient. Complete a Form 1098 for each of the other owners showing income or amounts allocable to each. File Copy A of the form with the IRS. Furnish Copy B to each owner. On each Form 1098 list yourself as the "payer" and the other owners as the "recipient." File Form 1098, Annual Summary and Transmittal of U.S. Information Returns, with the Internal Revenue Service Center for your area. For Form 1098 list yourself as the "lien." A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2012 General Instructions for Forms 1098, 1098-B, and 1098-S. For Form 1098-OID, if you bought or sold an obligation during the year and you are not a nominee, you are not required to issue or file Form 1098-OID showing the interest allocated to the seller/buyer of the obligation.

1098-INT OMB No. 1645-0112 (Copy B) Interest Income

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Box 4. Shows taxable interest paid to you during the calendar year by the payer. This does not include interest shown in box 3. May also show the total amount of the credits from clean renewable energy bonds, Gulf tax credit bonds, qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, Midwestern tax credit bonds, qualified school construction bonds, and build America bonds that must be included in your interest income. These amounts were treated as paid to you during 2012 on the credit allowance dates (March 15, June 15, September 15, and December 15). For more information, see Form 8912, Credit to Holders of Tax Credit Bonds.

Box 5. Shows interest or principal forfeited because of early withdrawal of time savings. You may deduct this amount to figure your adjusted gross income on your income tax return. See the Instructions for Form 1040 to see when to take the deduction.

Box 6. Shows interest on U.S. Savings Bonds, Treasury Bonds, Treasury bonds, and Treasury notes. This may also show interest on U.S. Savings Bonds, Pub. 550. This interest is exempt from state and local income taxes. This interest is not included in box 3.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number (TIN) or you did not furnish the correct TIN to the payer. See Form W-9.

Include this amount on your tax return as tax withheld.

Box 3. Shows interest on "Other" savings accounts. This may also show interest on "Other expenses" line of Schedule A (Form 1040) subject to the 2% limit. The amount is included in box 3.

Box 6. Shows foreign tax paid. You may be able to claim this tax as a deduction or credit on your Form 1040. See your Form 1040 instructions.

Box 8. Shows tax-exempt interest paid to you during the calendar year by the payer. Report this amount on line 8b of Form 1040 or Form 1040A. This amount may be subject to backup withholding. See box 4.

Box 9. Shows tax-exempt interest subject to the alternative minimum tax. This amount is included in box 8. See the Instructions for Form 8959.

Box 10. Shows CUSIP number(s) for tax-exempt bond(s) on which tax-exempt interest was paid to you during the calendar year and reported in box 8. If blank, no CUSIP number was issued for the bond(s). Boxes 11-13. State tax withheld reporting boxes.

1098-DIV OMB No. 1645-0110 (Copy B) Dividends and Distributions

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1a. Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B of Form 1040 or 1040A, if required.

The amount shown may be dividends a corporation paid directly to you as a participant or beneficiary of a participating plan, or to your spouse if it is a plan that you are a participant in. It is also shown on your Form 1040 or 1040A but not as a plan distribution, as not an investment income, for another purpose.

Box 1b. Shows the portion of the amount in box 1a that may be eligible for the 15% or zero capital gains rates. See the Form 1040/1040A Instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 2a. Shows total capital gain distributions from a regulated investment company or real estate investment trust. The amount shown in box 2a is included in Form 1040, line 13. But, if no amount is shown in boxes 2a-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A Instructions.

Box 2b. Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gains Worksheet-Line 19 in the Schedule D (Form 1040) or Schedule D (Form 1040A) Instructions.

Box 2c. Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 5% exclusion and certain empowerment zone business stock that may be subject to a 45% exclusion. See the Schedule D (Form 1040) Instructions.

Box 2d. Shows 28% gain rate from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet-Line 16, in the Instructions for Schedule D (Form 1040).

Box 3. Shows the part of the distribution that is nonexable because it is a return of your cost (or other basis) or a return of your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4. Shows the portion of the amount in box 2a that is a return of your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains.

1099-A OMB No. 1645-0877 (Copy B) Acquisition or Abandonment of Secured Property

Instructions for Borrower

Certain lenders who acquire an interest in property (either security for a loan or who have reason to know that the property has been or may be used to secure a loan) may have reportable income or gains in the event of such acquisition or abandonment. Gain arises from an acquisition (or loss from an abandonment) by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonment of property held for personal use are not deductible.

See Pub. 550, Investment Income and Expenses. Property means any real property (such as a personal residence); any intangible property; and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money to purchase your home, you should receive this statement. Account Number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the date the debt was transferred to the lender or the date of the debt cancellation and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

Box 2. Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or the date the lender first knew or had reason to know that the property was abandoned.

Box 4. Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if held by a corporation, whether the debt was personally liable.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you furnished your commodity.

1099-S OMB No. 1645-0897 (Copy B) Proceeds From Real Estate Transactions

Instructions for Transferee

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6232, and/or Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive the kind of report, you must file Form 8824.

Failure to file this statement. You may have to refigure (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.

- Your original mortgage loan was provided before 1990.

- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.

- You held the home for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8826 and Pub. 823.

Account Number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See box 4.

Box 3. Shows the address or a legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) must be included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report that amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 626, and Pub. 820.

1099-MISC OMB No. 1645-0115 (Copy B) Miscellaneous Income

Instructions for Recipients

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from self-employment is \$400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 334 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-EZ.

BACUP WITHHOLDING. The following paragraph applies to all 1098 documents listed above except 1098-A, 1098-C and 1098-S. Generally a payer must backup withhold on certain payments if you did not furnish your Taxpayer Identification Number (TIN) or you did not furnish your correct TIN to the payer (see Box 4 Instructions for 1098-INT, 1098-DIV, 1098-OID, 1098-B, and 1098-MISC). The amount withheld IF other than "0" will appear next to the wording Box 4, "Federal Income Tax Withheld." See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 4. Shows backup withholding. A payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 4.

Box 6. Shows the foreign tax that you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 Instructions.

Box 7. This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8 and 9. Shows exempt interest distributions.

Box 10. Shows exempt-interest dividends from a mutual fund or other regulated investment company paid to you during the calendar year. Include this amount on line 8b of Form 1040 or 1040A as tax-exempt interest. This amount may be subject to backup withholding. See box 4.

Box 11. Shows exempt-interest dividends subject to the alternative minimum tax. This amount is included in box 8. See the Instructions for Form 8959.

Box 12-14. State income tax withheld reporting boxes.

1099-B OMB No. 1645-0716 (Copy B) Proceeds From Broker and Dealer Exchange Transactions

Instructions for Recipient

Brokers and dealers must report proceeds from transactions to you and the IRS on Form 1099-B. This form is used to report the amount you received from your broker or dealer prior to his or her return of the corporation in which you own stock has had a reported change in control or capital structure. You may be required to recognize gain from the receipt of cash, stock, or other property that was exchanged for the corporation's stock. If your broker reported this type of transaction to the IRS, the corporation is identified in box 8.

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1. Shows the CUSIP (Committee on Uniform Security Identification Procedure) number of the plan reported.

Box 2a. Shows the trade date of the sale or exchange. For short sales, the date shown is the date the security was delivered to close the short sale.

Box 2b. Shows the aggregate cash proceeds from transactions involving stocks, bonds, other debt obligations, commodities, or forward contracts. May show the proceeds from the disposition of your interests in a debt held fixed investment trust. May also show the aggregate amount of cash and the fair market value of any stock or other property received in a reportable change in control or capital structure arising from the corporate transfer of property to a foreign corporation. Losses on forward contracts must indicate whether the sales price or the sales price less commissions (including transfer taxes) and options premiums were reported to the IRS. Report that amount on Form 8949 as explained in the instructions for Schedule D (Form 1040).

Box 2b. If checked, you cannot take a loss on your tax return based on gross proceeds from a reportable change in control or capital structure transaction. See Pub. 549 or Schedule D (Form 1040) to determine if you are eligible to deduct a loss on a forward contract.

Box 2c. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number to the payer. See Form W-9 for information on backup withholding. Include your taxpayer identification number to the payer. See Form W-9 for information on backup withholding, including the instructions for Recipient.

Box 5. Shows the aggregate cash proceeds from transactions involving stocks, bonds, other debt obligations, commodities, or forward contracts. May show the proceeds from the disposition of your interests in a debt held fixed investment trust. May also show the aggregate amount of cash and the fair market value of any stock or other property received in a reportable change in control or capital structure arising from the corporate transfer of property to a foreign corporation. Losses on forward contracts must indicate whether the sales price or the sales price less commissions (including transfer taxes) and options premiums were reported to the IRS. Report that amount on Form 8949 as explained in the instructions for Schedule D (Form 1040).

Box 5b. If checked, you cannot take a loss on your tax return based on gross proceeds from a reportable change in control or capital structure transaction. See Pub. 549 or Schedule D (Form 1040) to determine if you are eligible to deduct a loss on a forward contract.

Box 6. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 7. Shows the cash or other basis of securities sold. For debbls on wash sales, see the Schedule D (Form 1040) Instructions and Pub. 550.

Box 8. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number to the payer. See Form W-9 for information on backup withholding, including the instructions for Recipient.

Box 9. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 10. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 11. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 12. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 13. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 14. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 15. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 16. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 17. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 18. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 19. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 20. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 21. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 22. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 23. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 24. Shows the cash or other basis of securities sold. If box 6 is checked, box 3 may be blank. See the Schedule D (Form 1040) Instructions and Pub. 550 for details about basis.

Box 25. Shows whether you were personally liable for repayment of the debt when the debt was created, or, if modified, at the time of the last payment. See Pub. 481 for more information.

Box 26. Shows the amount you received from your creditor or from another person. The creditor or debtor are described in more detail in Pub. 481.

Box 27. Shows the original debt or credit balance of the debt when the debt was created. For a home mortgage, the original debt or credit balance is generally the principal amount of the debt.

Box 28. Shows the fair market value of the debt when the debt was created. For a home mortgage, the fair market value of any debt or credit balance is generally the principal amount of the debt.

Box 29. Shows the date the debt was created.

Box 30. Shows the date the debt was last modified.

Box 31. Shows the date the debt was last paid.

Box 32. Shows the date the debt was last refinanced.

Box 33. Shows the date the debt was last sold.

Box 34. Shows the date the debt was last transferred.

Box 35. Shows the date the debt was last written off.

Box 36. Shows the date the debt was last sold or transferred.

Box 37. Shows the date the debt was last refinanced.

Box 38. Shows the date the debt was last sold.

Box 39. Shows the date the debt was last transferred.

Box 40. Shows the date the debt was last written off.

Box 41. Shows the date the debt was last sold or transferred.

Box 42. Shows the date the debt was last refinanced.

Box 43. Shows the date the debt was last sold.

Box 44. Shows the date the debt was last transferred.

Box 45. Shows the date the debt was last written off.

Box 46. Shows the date the debt was last sold or transferred.

Box 47. Shows the date the debt was last refinanced.

Box 48. Shows the date the debt was last sold.

Box 49. Shows the date the debt was last transferred.

Box 50. Shows the date the debt was last written off.

Box 51. Shows the date the debt was last sold or transferred.

Box 52. Shows the date the debt was last refinanced.

Box 53. Shows the date the debt was last sold.

Box 54. Shows the date the debt was last transferred.

Box 55. Shows the date the debt was last written off.

Box 56. Shows the date the debt was last sold or transferred.

Box 57. Shows the date the debt was last refinanced.

Box 58. Shows the date the debt was last sold.

Box 59. Shows the date the debt was last transferred.

Box 60. Shows the date the debt was last written off.

Box 61. Shows the date the debt was last sold or transferred.

Box 62. Shows the date the debt was last refinanced.

Box 63. Shows the date the debt was last sold.

Box 64. Shows the date the debt was last transferred.

Box 65. Shows the date the debt was last written off.

Box 66. Shows the date the debt was last sold or transferred.

Box 67. Shows the date the debt was last refinanced.

Box 68. Shows the date the debt was last sold.

Box 69. Shows the date the debt was last transferred.

Box 70. Shows the date the debt was last written off.

Box 71. Shows the date the debt was last sold or transferred.

Box 72. Shows the date the debt was last refinanced.

Box 73. Shows the date the debt was last sold.

Box 74. Shows the date the debt was last transferred.

Box 75. Shows the date the debt was last written off.

Box 76. Shows the date the debt was last sold or transferred.

Box 77. Shows the date the debt was last refinanced.

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